

[Roberts v. Morrison Construction Co.](#), 89-ERA-46 (Sec'y Feb. 12, 1990)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR
WASHINGTON, D.C.

DATE: February 12, 1990
CASE NO. 89-ERA-46

IN THE MATTER OF

WILLIAM R. ROBERTS,
COMPLAINANT,

v.

MORRISON CONSTRUCTION CO.,
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

APPROVAL OF SETTLEMENT AND
ORDER OF DISMISSAL

On December 21, 1989, Administrative Law Judge (ALJ) Jeffrey Tureck issued a Recommended Order of Dismissal in this case which arises under section 210, the employee protection provision, of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C § 5851 (1982). I have held in ERA cases that "it is error for the ALJ to dismiss a case without reviewing the settlement and making a recommendation of whether the settlement is fair, adequate and reasonable." *Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 10, Secretary's Order to Submit Settlement Agreement issued March 23, 1989, at 1-2. Judge Tureck, acting in conformance with my holding, has reviewed the General Release and Agreement submitted and signed by the parties, determined that it is reasonable and has forwarded his recommendation.

Review of the agreement reveals that it appears to encompass the settlement of matters arising under various laws, only one of which is the ERA. As stated in *Poulos v. Ambassador Fuel Oil Co. Inc.*, Case No. 86-CAA-1, Secretary's Order, issued November 2, 1987, slip op. at 2:

[The Secretary's] authority over settlement agreements is limited to such statutes as are

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within [the Secretary's] jurisdiction and is defined by the applicable statute. *See Aurich v. Consolidated Edison Company of New York Inc.*, Case No. CAA-2, Secretary's Order Approving Settlement, issued July 29, 1987; *Chase v. Buncombe County, N.C.*, Case No. 85-SWD-4, Secretary's Decision and order on Remand, issued November 3, 1986.

I have, therefore, limited my review of the agreement to determining whether the terms thereof are a fair, adequate and reasonable settlement of Complainant's allegation that Respondent violated the ERA.

Upon review of the terms of the agreement signed by the parties, I find that it is fair, adequate and reasonable. I, therefore, accept the ALJ's recommendation that the settlement be approved and the case be dismissed.

SO ORDERED.

Elizabeth Dole
Secretary of Labor

Washington, D.C.